

Exhibit B

Redline

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
JOANN INC., et al. ¹)	Case No. 25-10068 (CTG)
)	
Debtors.)	(Jointly Administered)
)	
		Re: Docket Nos. 429 and 10²798

**NINETEENTH ORDER AUTHORIZING THE DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

Pursuant to and in accordance with the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief [Docket No. 429]* (the “Procedures Order”)² entered in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and it appearing that the *Nineteenth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. ~~10~~²798]* (the “Rejection Notice”) satisfies the requirements set forth in the Procedures Order; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Procedures Order.

Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Rejection Notice in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Rejection Notice is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Rejection Notice and opportunity for a hearing on the Rejection Notice were appropriate and no other notice need be provided; and this Court having reviewed the Rejection Notice; and this Court having determined that the legal and factual bases set forth in the Rejection Notice establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Contracts set forth in Exhibit 1 attached hereto are hereby rejected as of the Rejection Date established in the Rejection Notice; *provided, however,* if any such Contract is an unexpired lease of non-residential real property (a "Lease"), the rejection effective date shall be the later of (a) the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty may agree and (b) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing, with email being sufficient, of the Debtors' surrender of the premises and (i) turning over keys, key codes, and security codes, if any, to the affected landlord or (ii) notifying the affected landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises (the "Rejection Effective Date").

2. Any and all property located on the Debtors' leased premises on the Rejection Effective Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. The applicable Contract counterparty

or counterparties may, in their sole discretion and without further notice or further order of this Court, utilize and/or dispose of such property without further notice or liability to the Debtors or consenting third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. If any affected Rejection Counterparty to a Contract asserts a claim against the Debtors arising from the rejection of the Contract, the Counterparty must file a proof of claim on or before the later of (a) the applicable deadline for filing proofs of claim established in these chapter 11 cases and (b) thirty (30) days after the later of (i) the Rejection Date or, in the case of a Lease, the Rejection Effective Date and (ii) the date of entry of this Order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

4. Nothing contained in the Rejection Notice or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Rejection Notice or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on

property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Rejection Notice shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

6. Notice of the Rejection Notice as provided therein shall be deemed good and sufficient notice of such Rejection Notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. Notwithstanding anything to the contrary herein, the Debtors are authorized to remove any Contract from the schedule to the Rejection Notice at any time prior to the Rejection Date.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Rejected Contracts

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
1	ANDERSON OXFORD INC	Jo-Ann Stores, LLC	HR SOFTWARE SERVICE AGREEMENT DATED 09/04/2023	4/30/2025
2	ANDERSON OXFORD INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 09/24/2023	4/30/2025
3	ANDERSON OXFORD INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C311538 - DATED 09/05/2020	4/30/2025
4	CPT NETWORK SOLUTIONS INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 04/18/2022	4/30/2025
5	CPT NETWORK SOLUTIONS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C290888 - DATED 01/30/2015	4/30/2025
6	AUDITBOARD INC	Jo-Ann Stores, LLC	Master Service Agreement Dated 12/31/2021	4/30/2025
7	AuditBoard	Jo-Ann Stores, LLC	Master Service Agreement Dated 12/31/2021	4/30/2025
8	INSPECTORIO INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 06/22/2021	4/30/2025
9	INSPECTORIO INC	Jo-Ann Stores, LLC	SOFTWARE SERVICE AGREEMENT DATED 06/22/2024	4/30/2025
10	MCPC, INC.	Jo-Ann Stores, LLC	Service Agreement Dated 05/21/2014	4/30/2025
11	LONGTAIL AD SOLUTIONS INC Jo-Ann Stores, LLC SERVICE AGREEMENT - C315344 - DATED 01/31/2017 4/30/2025 / Left Intentionally Blank			
12	SEMRUSH INC	Jo-Ann Stores, LLC	SOFTWARE SERVICE AGREEMENT DATED 06/28/2024	4/30/2025
13	SEMRUSH INC	Jo-Ann Stores, LLC	SUBSCRIPTION SERVICE AGREEMENT DATED 12/12/2023	4/30/2025
14	SEMRUSH INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325346 - DATED 08/21/2022	4/30/2025
15	WARNER CONSULTING SERVICES LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 01/28/2023	4/30/2025
16	WARNER CONSULTING SERVICES LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C315799 - DATED 07/26/2017	4/30/2025
17	LIFESAVER SOFTWARE INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 02/01/2020	4/30/2025
18	LIFESAVER SOFTWARE INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C282901 - DATED 09/21/2010	

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
				4/30/2025
19	COMPUTERSHARE INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 01/26/2023	4/30/2025
20	B&H FOTO & ELECTRONICS CORP	Jo-Ann Stores, LLC	HARDWARE SERVICES AGREEMENT DATED 02/20/2023	4/30/2025
21	B&H FOTO & ELECTRONICS CORP	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C294025 - DATED 02/20/2018	4/30/2025
22	TELLERMATE INC	Jo-Ann Stores, LLC	POINT OF SALE EQUIPMENT SERVICE AGREEMENT DATED 08/06/2022	4/30/2025
23	TELLERMATE INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C216560 - DATED 08/09/2016	4/30/2025
24	COLORID LLC	Jo-Ann Stores, LLC	SOFTWARE SERVICE AGREEMENT DATED 12/15/2023	4/30/2025
25	COLORID LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C290041 - DATED 10/15/2014	4/30/2025
26	MICRO STRATEGIES INC	Jo-Ann Stores, LLC	IT SECURITY & NETWORKING SERVICE AGREEMENT DATED 09/03/2024	4/30/2025
27	PERFAWARE LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 08/06/2024	4/30/2025
28	ADVANCED CARTS INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 04/22/2024	4/30/2025
29	ADVANCED CARTS INC	Jo-Ann Stores, LLC	SUPPLIES SERVICE AGREEMENT DATED 11/01/2023	4/30/2025
30	BDS SOLUTIONS GROUP LLC	Jo-Ann Stores, LLC	STORE FIXTURE & DISPLAY INSTALLATION SERVICE AGREEMENT DATED 07/31/2022	4/30/2025
31	BLACKHAWKNETWORK	Jo-Ann Stores, LLC	GIFT CARD SERVICES AGREEMENT DATED 09/30/2023	4/30/2025
32	BLACKHAWKNETWORK	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 07/15/2023	4/30/2025
33	BLACKHAWKNETWORK	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 09/30/2023	4/30/2025
34	CONSOLIDATED GRAPHICS GROUP INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 03/12/2024	4/30/2025
35	ES	Jo-Ann Stores, LLC	Master Service Agreement Dated 01/13/2023	4/30/2025
36	ES MANUFACTURING INC	Jo-Ann Stores, LLC	Master Service Agreement Dated 01/13/2023	4/30/2025
37	FIBRE GLAST DEVELOPMENTS CORP LLC	Jo-Ann Stores, LLC	Master Service Agreement Dated 01/11/2022	4/30/2025
38	FibreGlast	Jo-Ann Stores, LLC	Master Service Agreement Dated 01/11/2022	4/30/2025
39	KDM	Jo-Ann Stores, LLC	Master Service Agreement Dated 01/13/2020	4/30/2025
40	LICENSED SPECIALTY PRODUCTS INC	Jo-Ann Stores, LLC	STORE SERVICES AGREEMENT DATED 01/03/2024	4/30/2025
41	LICENSED SPECIALTY PRODUCTS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C293800 - DATED 06/29/2017	4/30/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
42	LOZIER CORP	Jo-Ann Stores, LLC	FIXTURES & DISPLAYS SERVICE AGREEMENT DATED 10/01/2022	4/30/2025
43	SUMMERFORD PALLET CO INC	Jo-Ann Stores, LLC	PALLETS & CRATES SERVICE AGREEMENT DATED 09/01/2022	4/30/2025
44	SUMMERFORD PALLET CO INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT EXTENSION DATED 10/10/2022	4/30/2025
45	THE BABCOCK & WILCOX CO	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 12/22/2023	4/30/2025
46	THE BABCOCK & WILCOX CO	Jo-Ann Stores, LLC	SERVICE AGREEMENT EXTENSION DATED 11/09/2023	4/30/2025
47	RETAIL SERVICES WIS CORP	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 01/29/2023	4/30/2025
48	RETAIL SERVICES WIS CORP	Jo-Ann Stores, LLC	SERVICE AGREEMENT RENEWAL DATED 02/01/2025	4/30/2025
49	RETAIL SERVICES WIS CORP	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C282060 - DATED 07/01/2013	4/30/2025
50	QUAD GRAPHICS INCORP	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 02/01/2022	4/30/2025
51	QUAD GRAPHICS INCORP	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C322987 - DATED 03/01/2021	4/30/2025
52	QUAD GRAPHICS INCORP	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 11/01/2024	4/30/2025
53	INTERNATIONAL PAPER CO- CA	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C228729 - DATED 10/10/2016	4/30/2025
54	PRIMARY COLOR SYSTEMS CORP	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C321968 - DATED 07/01/2020	4/30/2025
55	INTERNATIONAL PAPER CO-AL	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C212918 - DATED 10/10/2016	4/30/2025
56	QUAD GRAPHICS INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 06/01/2024	4/30/2025
57	QUAD GRAPHICS INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 08/30/2024	4/30/2025
58	QUAD GRAPHICS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C303669 - DATED 10/18/2017	4/30/2025
59	HILCO MERCHANT RESOURCES LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 04/08/2016	4/30/2025
60	HILCO MERCHANT RESOURCES LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 05/01/2022	4/30/2025
61	GRAND & BENEDICTS INC	Jo-Ann Stores, LLC	Service Agreement Dated 05/10/2015	4/30/2025
62	WIRE WELD INC	Jo-Ann Stores, LLC	FIXTURES & DISPLAYS SERVICE AGREEMENT DATED 10/01/2022	4/30/2025
63	WIRE WELD INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C307148 - DATED 09/30/2014	4/30/2025
64	OFF THE WALL CO LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT EXTENSION DATED 08/07/2024	4/30/2025
65	OFF THE WALL CO LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C323499 - DATED 08/23/2021	4/30/2025
66	BATES METAL PRODUCTS INC	Jo-Ann Stores, LLC	Service Agreement Dated 08/01/2020	4/30/2025
67	BATES METAL PRODUCTS INC - Warehouse for Store Fixtures -	Jo-Ann Stores, LLC	BATES METAL PRODUCTS INC - Warehouse for Store Fixtures - Updated Payment Terms	4/30/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
	Updated Payment Terms			
68	BATES METAL PRODUCTS INC	Jo-Ann Stores, LLC	Master Vendor Agreement Dated 05/07/2015	4/30/2025
69	STOROPACK INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 01/10/2024	4/30/2025
70	STOROPACK INC	Jo-Ann Stores, LLC	PACKAGING SUPPLIES SERVICE AGREEMENT DATED 03/22/2024	4/30/2025
71	STOROPACK INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 08/20/2024	4/30/2025
72	SPARTAN GRAPHICS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT RENEWAL DATED 06/07/2024	4/30/2025
73	ODP BUSINESS SOLUTIONS LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 05/19/2022	4/30/2025
74	ODP BUSINESS SOLUTIONS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C127640 - DATED 12/26/2018	4/30/2025
75	SAM PIEVAC COMPANY INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 03/31/2023	4/30/2025
76	SAM PIEVAC COMPANY INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C143036 - DATED 02/01/2015	4/30/2025
77	VIRA INSIGHT, LLC	Jo-Ann Stores, LLC	Service Agreement Dated 01/30/2011	4/30/2025
78	FFR MERCHANDISING, INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 09/19/2022	4/30/2025
79	FFR MERCHANDISING, INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C113490 - DATED 09/21/2015	4/30/2025
80	SUNBELT PAPER & PACKAGING INC	Jo-Ann Stores, LLC	PACKAGING SUPPLIES SERVICE AGREEMENT DATED 08/31/2022	4/30/2025
81	SUNBELT PAPER & PACKAGING INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C303841 - DATED 08/13/2015	4/30/2025
82	YUNKER INDUSTRIES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C304638 - DATED 06/20/2018	4/30/2025
83	YUNKER INDUSTRIES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 02/24/2023	4/30/2025
84	YUNKER INDUSTRIES INC INSTALL	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C142877 - DATED 06/20/2018	4/30/2025
85	THE MEYERS PRINTING CO., INC	Jo-Ann Stores, LLC	ORDER FORM DATED 11/30/2023	4/30/2025
86	SOUTHWEST SIGN GROUP INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 05/10/2024	4/30/2025
87	SUPPLYONE CLEVELAND INC	Jo-Ann Stores, LLC	STORE SUPPLIES SERVICE AGREEMENT DATED 05/01/2022	4/30/2025
88	PIVOTAL RETAIL GROUP LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324849 - DATED 03/01/2022	4/30/2025
89	ULINE	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C215396 - DATED 12/01/2015	4/30/2025
90	NEXAMP INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C321929 - DATED 06/16/2020	4/30/2025
91	JOSHEN PAPER AND PACKAGING	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 04/01/2024	4/30/2025
92	JOSHEN PAPER AND PACKAGING	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C281882 - DATED 01/09/2015	4/30/2025
93	PROVANTAGE CORPORATE	Jo-Ann Stores, LLC	FIXTURES & DISPLAYS SERVICE AGREEMENT	4/30/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
	SOLUTIONS LLC		DATED 09/13/2023	
94	PROVANTAGE CORPORATE SOLUTIONS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C296745 - DATED 09/13/2017	4/30/2025
95	MODERN STORE FIXTURES CO INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 02/01/2024	4/30/2025
96	MODERN STORE FIXTURES CO INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 06/05/2024	4/30/2025
97	MODERN STORE FIXTURES CO INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C115860 - DATED 06/18/2016	4/30/2025
98	TESTRITE INSTRUMENT CO, INC.	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C311047 - DATED 06/18/2015	4/30/2025
99	TESTRITE INSTRUMENT CO, INC.	Jo-Ann Stores, LLC	STORE FIXTURE & DISPLAY INSTALLATION SERVICE AGREEMENT DATED 01/03/2024	4/30/2025
100	CREATIVE COLOR	Jo-Ann Stores, LLC	PAINTING SERVICES AGREEMENT DATED 09/25/2023	4/30/2025